



NOTICE OF PUBLIC MEETING OF THE PLEASANT GROVE CITY COUNCIL

Notice is hereby given that the Pleasant Grove City Council will hold a **regular meeting at 6:00 p.m. on Tuesday November 18, 2014** in the City Council Chambers 86 East 100 South Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend.

AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **OPENING REMARKS**
4. **APPROVAL OF MEETING'S AGENDA**
5. **CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a. City Council and Work Session Minutes:
 - City Council Minutes for the September 17, 2014 special meeting.
 - City Council Minutes for the October 21, 2014 meeting.
 - City Council Minutes for the October 28, 2014 meeting.
 - b. To consider approval of paid vouchers for (November 10, 2014)
6. **OPEN SESSION**
7. **BUSINESS**
 - A. **Public Hearing** to consider for adoption an Ordinance **(2014-36)** permanently closing and abandoning a road right-of-way along the west side of 1450 West from 3300 North to approx. 2750 North. Area of the strip approx. 9497 sq ft or 0.22 acres of land at the request of Kyle Spencer, Northern Engineering. **(MANILA NEIGHBORHOOD)** *Presenter: Engineer Lewis*
 - B. To consider a Resolution **(2014-048)** authorizing the Mayor and Municipal Council sitting as the Board of Canvassers to accept the election returns and declaring and certifying the results of the General Election held on November 4, 2014. *Presenter: Recorder Kresser*
 - C. To consider for adoption a Resolution **(2014-049)** authorizing the Mayor to sign an amendment to the retainer agreement with Van Cott and Bagley regarding Timpanogos Special Service District. *Presenter: Administrator Darrington*
 - D. To consider for adoption a Resolution **(2014-050)** authorizing the Mayor to sign a professional service agreement with the Utah Transportation Coalition. *Presenter: Administrator Darrington*
 - E. Discussion regarding timing of planning/budget retreat. *Presenter: Administrator Darrington*
8. **NEIGHBORHOOD AND STAFF BUSINESS**

9. MAYOR AND COUNCIL BUSINESS
10. SIGNING OF PLATS
11. REVIEW CALENDAR
12. **EXECUTIVE SESSION TO DISCUSS THE PURCHASE, EXCHANGE OR LEASE OF REAL PROPERTY (UCA 52-4-205 (1)(d))**
13. ADJOURN

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within the Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City websites (www.plgrove.org).

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: November 14, 2014

Time: 1:00 p.m.

Place: City Hall, Library and Community Development Building

Public Hearing Notice published in the Daily Herald on October 24, 31, November 7 and 14 2014

Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>

*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

ORDINANCE NO. 2014-36

A ORDINANCE OF THE PLEASANT GROVE CITY COUNCIL, UTAH COUNTY, UTAH, TO PERMANENTLY ABANDON A RIGHT-OF-WAY ALONG THE WEST SIDE OF 1450 WEST FROM 3300 NORTH TO 2750 NORTH WHICH IS AN AREA OF LAND OF APPROXIMATELY 9,497 SQ. FT. OR 0.22 ACRES, AT THE REQUEST OF KYLE SPENCER, NORTHERN ENGINEERING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City requires a road right-of-way dedication during the approval process for a subdivision; and

WHEREAS, previously a right-of-way dedication was required for a street standard that is wider than the current standard; and

WHEREAS, Muirfield Estates Subdivision is in the process of developing the subject property and has submitted a subdivision plat for approval that should reflect the actual right-of-way dedication that is required for the current street standard width; and

WHEREAS, the “extra” area is a narrow sliver of property on the west side of 1450 West from 3300 North to 2750 North; and

WHEREAS, the City Engineer is recommending that the City Council permanently vacate the right-of-way strip along the west side of 1450 West from 3300 North to approx. 2750 North which is an area of land of approximately 9,497 sq ft or 0.22 acres; and

WHEREAS, on September 16, 2014 the Pleasant Grove City Council held a public hearing on the intent to vacate any interest in the road right-of-way; and

WHEREAS, the Council continued the vacation indefinitely; and

WHEREAS, on November 18, 2014 the Pleasant Grove City Council held a duly noticed public hearing on the intent to vacate any interest in the road right-of-way; and

WHEREAS, the said portion of the right-of-way will be deeded to the adjacent property owner, as per State Code, U.C.A. §10-9a-609.5, 1953 as amended, to be utilized in the proposed Muirfield Estates Subdivision; and

WHEREAS, the City Council has determined that there is good cause for the action and that the action will not be detrimental to the public interest, nor materially injure any person or the public interest.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Pleasant Grove City, Utah

County, State of Utah, as follows:

SECTION 1: The right-of-way strip along the west side of 1450 West from 3300 North to approximately 2750 North which is an area of land of approximately 9,497 sq ft or 0.22 acres is permanently abandoned as the Council deems it to be in the best interests of the health, safety and welfare of the citizens of Pleasant Grove. Said roadway is more particularly shown on Exhibit "A" which is attached hereto.

SECTION 2: SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phases of this Ordinance.

SECTION 3: EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and shall be posted or published as required by law.

SECTION 4: APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 18th day of November, 2014.

Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser, CMC
City Recorder

(SEAL)

Plot Date: 8/28/2014
Plotted By: Jeremy Burns
Date Created: 8/13/2014
J:\PROJECTS\JUB\PLEASANT\SBDS\N50120555012055-34 (MUIRFIELD ESTATES)\CAD\ROADWAY VACATION DESCRIPTION.DGN

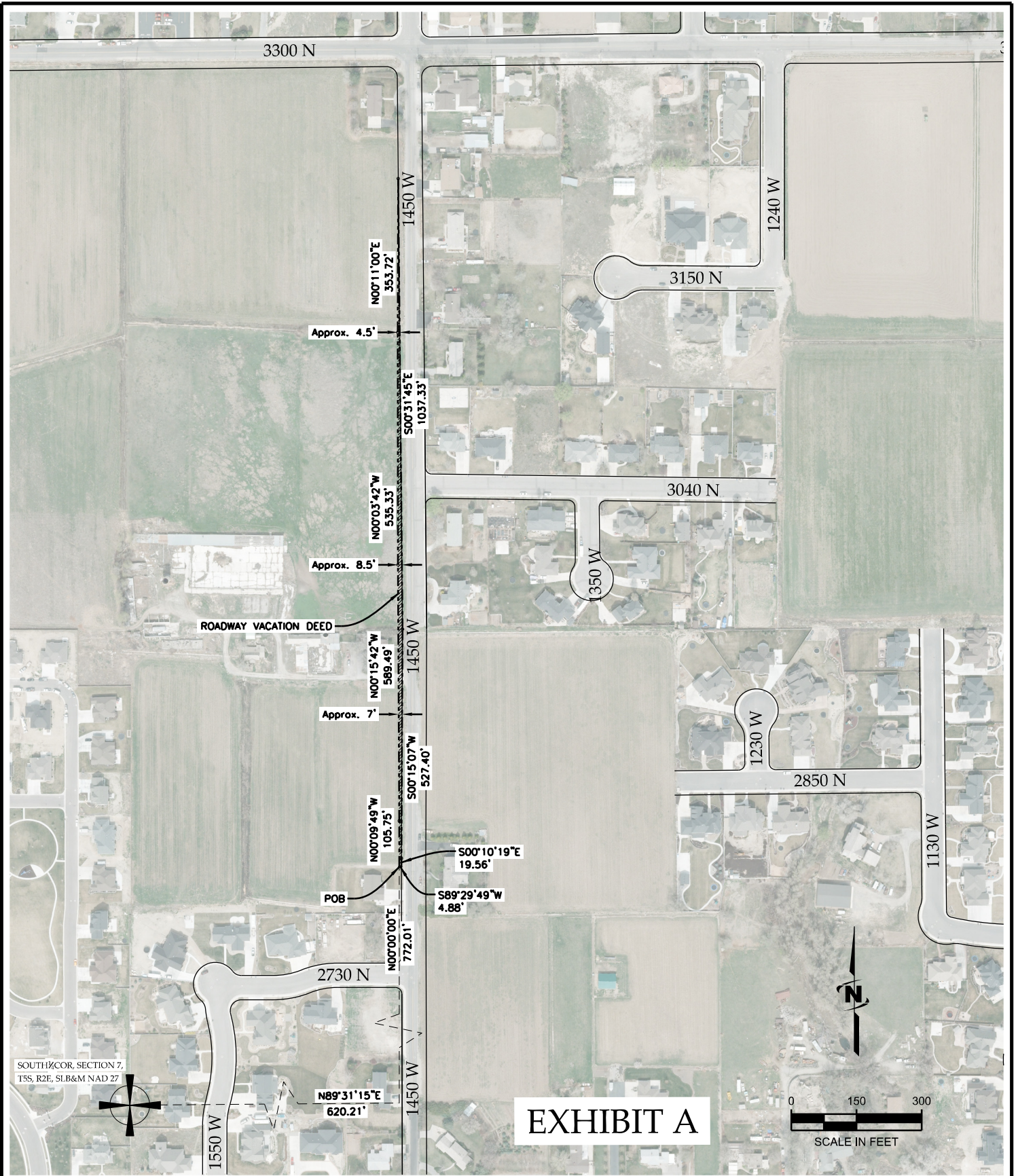


EXHIBIT A

REUSE OF DRAWINGS
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.

FILE:	
JUB PROJ. #:	
DRAWN BY:	
DESIGN BY:	
CHECKED BY:	



MUIRFIELD ESTATES
ROW VACATION EXHIBIT
PLEASANT GROVE CITY

SHEET

1

NO.	REVISION DESCRIPTION	BY	APR	DATE	LAST UPDATED: 8/28/2014
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Muirfield Estates - 1450 West ROW Vacation Description

A parcel of land being in the South East $\frac{1}{4}$ of Section 7, Township 5 South, Range 2 East, S.L.B.&M., Utah County, Utah, more particularly described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 7; Thence N $89^{\circ}31'15''$ E along the section line a distance of 620.21 feet; Thence North a distance of 772.01 feet to the real point of beginning;

Thence N $00^{\circ}09'49''$ W a distance of 105.75 feet; Thence N $00^{\circ}15'42''$ W a distance of 589.49 feet; Thence N $00^{\circ}03'42''$ W a distance of 535.33 feet; Thence N $00^{\circ}11'00''$ E a distance of 353.72 feet; Thence S $00^{\circ}31'45''$ E a distance of 1037.33 feet; Thence S $00^{\circ}15'07''$ W a distance of 527.40 feet; Thence S $00^{\circ}10'19''$ E a distance of 19.56 feet; Thence S $89^{\circ}29'49''$ W a distance of 4.88 feet; to the real point of beginning.

Area contains 9,497 sq. ft., more or less.

Basis of Bearings is North $89^{\circ}31'15''$ East along the section line from the South $\frac{1}{4}$ Corner of Section 7, Township 5 South, Range 2 East, S.L.B.&M., N.A.D. 27 Coordinate System, Utah Central Zone.

RESOLUTION NO. 2014 - 048

A RESOLUTION OF THE MAYOR AND MUNICIPAL COUNCIL SITTING AS THE BOARD OF CANVASSERS ACCEPTING ELECTION RETURNS AND DECLARING AND CERTIFYING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 4, 2014.

WHEREAS, on August 19, 2014 Pleasant Grove City Council adopted a Resolution (2014-034) calling a Special Bond Election to be held on November 4, 2014, for the purpose of submitting to the qualified electors of Pleasant Grove City, Utah, a proposition regarding the issuance of not to exceed Twelve Million, Six Hundred Seventy Thousand Dollars (\$12,670,000) General Obligation Bonds to finance the costs of constructing and furnishing a new Fire Station, Police Station and Justice Court facility and all related improvements; and related matters; and

WHEREAS, the Proposition was placed on the General Election Ballot; and

WHEREAS, the General Election was held on November 4, 2014; and

WHEREAS, pursuant to Section 20A-4-301 et seq. of the Utah State Code, the Municipal Council and Mayor constitute the Board of Municipal Canvassers for Pleasant Grove City; and

WHEREAS, on November 18, 2014 the Board held a duly noticed meeting to canvass the results of the election as required by State Code and do hereby canvass the returns of the General Election;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Pleasant Grove City, Utah, acting as the Board of Municipal Canvassers for Pleasant Grove City as follows:

SECTION 1:

The Board hereby certifies the results as shown by the Tabulation of Election Returns as supplied by the City Recorder as shown in Exhibit "A."

SECTION 2:

The Board hereby certifies that the Proposition for a General Obligation Bond to finance the costs of constructing and furnishing a new Fire Station, Police Station and Justice Court facility and all related improvements; and related matters was defeated.

SECTION 3:

A certified report of the election results shall be prepared. A report of the canvass will be published in a paper of general circulation and posted in a conspicuous place. A copy of the canvass will be filed with the Office of Lieutenant Governor for the State of Utah, all in conformance with State Law.

SECTION 4:

This Resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED BY THE Board of Canvassers of Pleasant Grove City,
Utah County, Utah this 18th day of November, 2014.

Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser, CMC
City Recorder

(SEAL)

RESOLUTION NO. 2014-049

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VANCOTT, BAGLEY, CORNWALL, AND MCCARTHY (“VANCOTT”) FOR THE PURPOSE OF PROVIDING LEGAL REPRESENTATION IN A CIVIL LAWSUIT ON BEHALF OF THE CITIZENS FOR CLEAN AIR AND PROGRESS, LLC., AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City (“City”) is a political subdivision of the State of Utah and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the City has previously entered into an agreement with the Citizens for Clean Air and Progress (“CCAP”) and

WHEREAS, said agreement contained a commitment to contribute to the costs of litigation with the Timpanogos Special Services District (“TSSD”); and

WHEREAS, VanCott has previously been retained by CCAP to provide legal representation in the pending litigation; and

WHEREAS, CCAP has incurred legal expenses during the pendency of the litigation; and

WHEREAS, VanCott has offered to reduce the existing outstanding balance and reduce the future hourly billing rates in return for City’s obligation to be responsible for said expenses; and

WHEREAS, City intends to seek reimbursement for some portion of the expenses from other CCAP members; and

WHEREAS, the litigation is currently at a critical stage where further representation is necessary; and

WHEREAS, the City finds that VanCott has met the criteria to provide legal representation; and

WHEREAS, the City Council finds it to be in the best interests of the citizens of Pleasant Grove City to retain VanCott to provide said services; and

WHEREAS, the Council finds that the Agreement comports with state law and adequately addresses the City’s needs for services at this time; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds the Agreement attached hereto as Exhibit "A" reasonably furthers the health, safety, and general welfare of the citizens of Pleasant Grove City.

NOW, THEREFORE, be it resolved by the Pleasant Grove City Council as follows:

SECTION I

1. The Mayor of Pleasant Grove City is hereby authorized to sign the Amended Retainer Agreement with VanCott to provide legal representation for the TSSD litigation.
2. This resolution is effective immediately.

SECTION 2

THIS RESOLUTION APPROVED AND ADOPTED this 18th day of November , 2014 by the City Council of Pleasant Grove City, Utah.

Michael W. Daniels, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, CMC
City Recorder

BRADY BRAMMER, ESQ.
Direct Dial: 801.237.0366
email: bbrammer@vancott.com



October 20, 2014

Mark Robinson – Via Email Citizens for Clean Air & Progress, LLC 12659 South 125 East, Suite B Draper, Utah 84020 mark@robinson-brothers.com	Scott Darrington – Via Email Pleasant Grove City 70 South 100 East Pleasant Grove, UT 84062 sdarrington@pgcity.org
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Re: **Amendment to Retainer Agreement**

Mark and Scott,

This amendment shall modify the agreement between Citizens for Clean Air and Progress, LLC ("CCAP") and Van Cott, Bagley, Cornwall and McCarthy ("Van Cott") related to CCAP's dispute with Timpanogos Special Services District. Specifically, this amendment shall modify the hourly fees of Van Cott and apply those hourly fees both retroactively and prospectively. Additionally, and in exchange for the modification of hourly fees, this amendment shall obligate Pleasant Grove City ("Pleasant Grove") for payment of those fees.

1. **Modified Rates:** The modified rates shall be \$275 for Van Cott Shareholders, \$190 for Van Cott Associates, and \$145 for Van Cott Paralegals. These rates shall be applied retroactively and from this point moving forward.
2. **Obligation of Pleasant Grove:** Through this amendment, Pleasant Grove agrees that it shall pay the newly calculated amount currently due by November 15, 2014. The newly calculated amount is \$100,484.96 and includes work through August 31, 2014. Pleasant Grove further agrees to pay Van Cott for fees and costs incurred on behalf of CCAP in this matter that were incurred since August 31, 2014 or that will be incurred from this point forward within 30 days of receipt of invoice. Pleasant Grove may seek repayment from CCAP or other members of CCAP to reimburse them for fees or costs paid to Van Cott. Van Cott shall mail all future invoices to both CCAP and Pleasant Grove.

This amendment shall also constitute informed consent by CCAP that payment for Van Cott's representation of CCAP shall be made by Pleasant Grove. Further, this agreement shall not be construed as interfering with Van Cott's independence or professional judgment or the attorney-client relationship between Van Cott and CCAP.

Additionally, given the nature of the litigation and the membership of Pleasant Grove in CCAP, it is in the common interest of Van Cott, CCAP and Pleasant Grove to share communications and information related to the litigation. Consistent with the foregoing, through this amendment, CCAP waives the confidentiality rule set forth in Rule 1.6 of the Rules of

Professional Conduct as it applies to communications between Van Cott, Pleasant Grove and CCAP related to the litigation discussed herein. Van Cott, Pleasant Grove and CCAP further waive any conflict of interest that the undersigned may have as a result of the representation by Van Cott in the litigation, except as otherwise provided in Rule 1.7 of the RPC.

With the exception of these amendments, the remainder of the original agreement between CCAP and Van Cott shall remain in effect.

Please acknowledge receipt and agreement by signing below and returning a signed copy of this letter via email.

Very truly yours,

/s/ Brady Brammer
Brady Brammer

Citizens for Clean Air and Progress, LLC

By: Mark Robinson, Manager

Pleasant Grove City

By: Scott Darrington, City Manager

RESOLUTION NO. 2014-050

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICE AGREEMENT BETWEEN PLEASANT GROVE CITY AND THE UTAH TRANSPORTATION COALITION/SALT LAKE CHAMBER OF COMMERCE (CONSULTANT) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the City has identified that there is a need for improved transportation within the City; and

WHEREAS, the Utah League of Cities and Towns, Utah Association of Counties and the Salt Lake Chamber of Commerce have formed the Utah Transportation Coalition; and

WHEREAS, the creation of this coalition will provide research and analyze transportation funding in Utah at the State and Local levels and use the data to suggest improvements and enhancements to funding transportation in Utah; and

WHEREAS, this agreement provides for the creation of an issue advocacy and public awareness campaign related to Utah’s need for improved transportation; and

WHEREAS, the Coalition has asked Pleasant Grove City to be part of the Coalition; and

WHEREAS, the matter having been submitted to the City Council for consideration and the having fully considered the request as it relates to the health, safety, and general welfare of the City.

NOW, THEREFORE, be it resolved by the Pleasant Grove City Council as follows:

SECTION 1

The Mayor of Pleasant Grove City is hereby authorized to sign the Professional Service Agreement between Pleasant Grove City and the Utah Transportation Coalition/Salt Lake Chamber of Commerce (Consultant) is attached hereto as Exhibit A.

SECTION 2

This resolution is effective immediately.

THIS RESOLUTION APPROVED AND ADOPTED this 18th day of November, 2014 by the City Council of Pleasant Grove City, Utah.

Michael W. Daniels, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, CMC
City Recorder



October 27, 2014

Mayor Micahel Daniels, Pleasant Grove City
70 S. 100 E.
Pleasant Grove, UT 84062

Dear Mayor Daniels,

Whether you drive on roads, bike on paths, cruise on ATVs, hop on the bus, or walk on the sidewalk, transportation is a part of your daily life. Which roads do you avoid? Where does your sidewalk end? How often do your kids stay inside because of the inversion? You hear from residents how they expect not only well-maintained roads but also transit, ATV, and active transportation options. You have to do more with less and the traditional resources are diminishing. We live in a new era of transportation—we must have a new vision for funding it.

At this year's Utah League of Cities and Towns Annual Convention, the ULCT membership passed a resolution that identified the need for transportation funding and recommended a legislative solution. **We must expand funding for local transportation NOW.**

We recognize the power in numbers. The Utah League of Cities and Towns, Utah Association of Counties, and the Salt Lake Chamber have formed the Utah Transportation Coalition. The Coalition's goal is to build support for major investment in Utah's transportation system per Utah's Unified Transportation Plan, preserve Utah's quality of life, bolster economic growth, improve personal health and air quality, and provide maximum value to all Utahns.

The Coalition will roll out a communications campaign to generate public and political support for comprehensive transportation solutions and to fund the Unified Transportation Plan across the state. We have provided a sample interlocal agreement for your city/town to review, prepare, and enact to join the Coalition. The Coalition will provide a communication toolkit that you can use as is (without additional staff work) or personalize the materials for your community, including newsletter messages, utility fee inserts, social media messages and a city council resolution.

We need Pleasant Grove's financial support of \$1,000 to join together with all other Utah cities, towns, counties, and chambers. The private sector has pledged the majority of the needed amount and they are asking for local government to stand shoulder to shoulder in the effort—a public-private partnership that will make a difference. Please adopt an interlocal agreement (based on the enclosed sample) and support the Coalition. For more information, contact Abby Albrecht at the Utah Transportation Coalition at (801) 831-6116 or at abby.albrecht@gcinc.com.

Thank you for your partnership and your support.

Lane Beattie
President/CEO of Salt Lake Chamber

Ken Bullock
Executive Director, Utah League of Cities & Towns



Project Name: Utah Transportation Coalition / Salt Lake Chamber

AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

_____ **CITY**
and
Salt Lake Chamber of Commerce

THIS AGREEMENT made and entered into this ____ **day of** November, 2014, by and between _____, a municipal corporation (hereinafter referred to as "**City**"), and SALT LAKE CHAMBER (hereinafter referred to as "**Consultant**").

The **City** and **Consultant** agree as follows:

1. **RETENTION AS CONSULTANT**

City hereby retains **Consultant**, and **Consultant** hereby accepts such engagement, to perform the services described in Paragraph 2. **Consultant** warrants it has the qualifications, experience and facilities to properly perform said services.

2. **DESCRIPTION OF SERVICES**

Task 1: Transportation Issues Research and Analysis:

The **Consultant** shall research and analyze transportation funding in Utah at both the State and local level, and use this data to suggest improvements and enhancements to funding transportation in Utah.

These Services shall be completed on June 30, 2015.

Task 2: Transportation Issue Advocacy and Public Awareness Campaign:

The **Consultant** shall create an issue advocacy and public awareness campaign related to Utah's need for improved transportation, and how improved transportation can benefit Utah's economy, air quality, and quality of life. This advocacy and public awareness campaign will include strategic communications planning, advertising media, advertising purchases, public events, online media, social media, editorial content, and other communications tools.

These Services shall be completed on June 30, 2015.

Task 3: Transportation Issue Local Government Tool Kit:

The **Consultant** shall deliver to each municipality a Transportation advocacy tool kit, consisting of but not limited to social media content, utility bill insert content, a city specific fact sheet detailing transportation funding in the individual municipality, editorial content for local papers, website content, and other items to support and aid local governments in discussing their transportation needs with residents.

These Services shall be completed on June 30, 2015.

Task 4: Legislative and Governmental Relations:

The **Consultant** shall work with the Utah League of Cities and Towns and the Utah Association of Counties to educate legislators about state and local transportation funding issues. No lobbyists will be engaged in this effort; however individuals required by State law to register as lobbyists working on behalf of these organizations will be involved.

These Services shall be completed on June 30, 2015.

3. **COMPENSATION**

The total compensation payable to **Consultant** by **City** for the Services described in paragraph 2 shall not exceed the sums described in the attached proposal, and shall be earned on the basis as indicated in the **Consultant's** attached proposal.

All payments shall be made within thirty (30) calendar days after execution of this *Agreement*.

EXTRA SERVICES

No other extra services are authorized by this *Agreement*.

4. **PROGRESS AND COMPLETION**

The **City** and the **Consultant** are aware that many factors outside the **Consultant's** control may affect the **Consultant's** ability to complete the Services to be provided under this *Agreement*. The **Consultant** will perform these Services with reasonable diligence and expediency consistent with sound professional practices.

5. **PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services, which are personal services to the **City**. The following persons are deemed to be a key member(s) of or employee(s) of the **Consultant's** team, and shall be directly involved in performing or assisting in the performance of this work.

- Abby Albrecht, Granite Construction and Utah Transportation Coalition
- Justin Jones, Salt Lake Chamber of Commerce
- Cameron Diehl, Utah League of Cities and Towns
- Lincoln Shurtz, Utah Association of Counties

The **Consultant** will subcontract the following portions of the work out to other parties:

- Penna Powers: strategic communications, public relations, and consulting services.
- Other coalition partners

This *Agreement* is not assignable by **Consultant** without the **City's** prior written consent.

6. **HOLD HARMLESS AND INSURANCE**

Consultant shall defend, indemnify and hold the **City**, its elected Officials, officers, and employees, harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent performance, or any negligent omission of the **Consultant** in performing the services described.

Consultant shall, at **Consultant's** sole cost and expense and throughout the term of this *Agreement* and any extensions thereof, carry:

- (1) Workers compensation insurance adequate to protect Consultant from claims under workers compensation acts.
- (2) Professional errors and omissions insurance in the amount of \$2,000,000, and
- (3) General personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$2,000,000 each claimant and \$2,000,000 each occurrence for the injury or death of person or persons and property damage.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah.

7. **RELATIONSHIP OF THE PARTIES**

The relationship of the parties to this *Agreement* shall be that of independent contractors and that in no event shall **Consultant** be considered an officer, agent, servant, or employee of **City**. The **Consultant** shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

8. **TERMINATION BY CITY**

The **City**, by notifying **Consultant** in writing, may upon ten (10) calendar days notice, terminate any portion or all of the services agreed to be performed under this *Agreement*.

9. **WAIVER/REMEDIES**

Failure by a party to insist upon the strict performance of any of the provisions of this *Agreement* by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this *Agreement* or at law or in equity shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. **CONSTRUCTION OF LANGUAGE**

The provisions of this *Agreement* shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders and vice versa.

11. **MITIGATION OF DAMAGES**

In all situations arising out of this *Agreement*, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

12. **GOVERNING LAW**

This *Agreement*, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

13. **CAPTIONS**

The captions or headings in the *Agreement* are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the *Agreement*.

14. **AUTHORIZATION**

Each party has expressly authorized the execution of this *Agreement* on its behalf and acknowledge it shall bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this *Agreement*.

15. **ENTIRE AGREEMENT BETWEEN PARTIES**

Except for **Consultant's** proposals and submitted representations for obtaining this *Agreement*, this *Agreement* supersedes any other *Agreements*, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and *Agreements* between the parties with respect to said services. Any modifications of this *Agreement* will be effective only if it is in writing and signed by the party to be charged.

16. **SEVERABILITY**

If any provision in this *Agreement* is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United State mail, postage prepaid, and addressed as follows:

TO CITY: _____ City
Street Address
City, Utah ZIP
Attention: City Recorder

TO CONSULTANT: Utah Transportation Coalition
c/o Salt Lake Chamber of Commerce
175 East 400 South, Suite #600
Salt Lake City, Utah 84

18. **ADDITIONAL TERMS/CONDITIONS**

Additional terms and conditions of this *Agreement* are:

IN CONCURRENCE AND WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES EFFECTIVE ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

_____ CITY:

Attest

Signature

City Recorder

Print Name

Approved as to Form

Date

Municipal Legal Counsel

CONSULTANT:



Signature

Lane Beattie, President and Chief Executive Officer

Date

State of Utah)

:ss

County of Salt Lake)

On this _____ day of _____, 2014, personally appeared before me

_____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President and Chief Executive Officer [title], of The Salt Lake Chamber of Commerce [name of corporation], a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Notary Public

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	 General Election Polls open from 7:00 am - 8:00 p.m.	5 Neighborhood Chair meeting 5:30 p.m. City Council Meeting 6:00 p.m.	6 Planning Commission Meeting 7:00 p.m.	7	8
9	10	 Veterans Day City office are closed	12 City Council Work Session 6:00 p.m.	13 Historical Preservation Committee Meeting 7:00 p.m.	14	15
16	17	18 Neighborhood Chair meeting 5:30 p.m. City Council Meeting 6:00 p.m.	19 Curbside Recycle Pickup Day South Route	20	21	22
23	24	25 No City Council Meeting	26 Curbside Recycle Pickup Day North Route	27  THANKSGIVING BREAK CITY OFFICES ARE CLOSED	28	29

NOVEMBER

Department Staff Meetings

Administrative Services: 1st and 3rd Wed at 8:30 a.m.

Community Development: Wednesdays at 7:30 a.m.

Department Heads: Tuesday at 2:00 p.m.

Fire/EMS: 1st Wednesday of the month at 7:00 a.m.

Parks: Tuesday at 7:00 a.m. - **Recreation:** Monday at 4:00 p.m.

Library: 1st Friday of the month

Public Safety: 1st Friday of the month at 7:00 a.m.

Public Works: Wednesdays at 6:30 a.m.